

**To:**

Eurex Clearing AG  
Client Service, Trading & Clearing  
60485 Frankfurt am Main  
Germany

by email: client-porting@eurex.com

**From:**

Legal Name: \_\_\_\_\_

Member ID: \_\_\_\_\_

as Authorised Manager

Date:

## **Declarations of the ISA Direct Clearing Member with respect to the Clearing Agent Replacement Requirements (Authorised Manager)**

We, \_\_\_\_\_ (Member ID: [\_\_\_\_]) refer to all ISA Direct Standard Agreements established between Eurex Clearing AG and all Relevant Funds and/or Relevant Fund Segments, as listed in the Annex to this notice, for which we act as Authorised Manager.

We hereby make the following declarations in order to fulfil the following Clearing Agent Replacement Requirements acting on behalf of and for the account for all Relevant Funds and/or Relevant Fund Segments, as listed in the Annex to this notice:

### **1. Declaration pursuant to Chapter I Part 6 Subpart A Number 11.2.3 (a) (ii) of the Clearing Conditions:**

We acknowledge, with respect to all ISA Direct Transactions under the relevant ISA Direct Standard Agreement which form part of the Replacement, to be bound by the provisions of the Clearing Agreement in the form appended to the Clearing Conditions as Appendix 10, unless such Clearing Agreement has already been entered into between Eurex Clearing AG, the Replacement Clearing Agent and us.

We further acknowledge that we will, no later than five (5) Business Days after the end of the Replacement Period enter into a Clearing Agreement with Eurex Clearing AG and the Replacement Clearing Agent in the form appended to the Clearing Conditions as Appendix 10, unless such Clearing Agreement has already been entered into.

### **2. Declaration pursuant to Chapter I Part 6 Subpart A Number 11.2.3 (a) (iv) of the Clearing Conditions:**

Finally, we undertake to Eurex Clearing AG that, without undue delay following the Replacement, we will provide Eurex Clearing AG with sufficient Eligible Margin Assets to cover any shortfall in ISA Direct Margin and ISA Direct Variation Margin with respect to all ISA Direct Transactions under the relevant ISA Direct Standard Agreement which form part of the Replacement.

Capitalised terms used in this document, but not defined herein, have the same meaning given to them in the Clearing Conditions.

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(signature)

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(signature)

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(printed name)

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(printed name)

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